

**CITY AND COUNTY OF SAN FRANCISCO
ADULT PROBATION DEPARTMENT**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS.

THIS GRANT AGREEMENT ("Agreement") is made as of November 1, 2022, in the City and County of San Francisco, State of California, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS. ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through ADULT PROBATION DEPARTMENT ("Department"),

RECITALS

WHEREAS, Grantee has applied to the Department for a RFQ#APD2022-01 COMMUNITY ASSESSMENT AND SERVICES CENTER grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

- Program Area 1: Clinical Case Management (Forensic Assertive Community Treatment) and Medication Management
- Program Area 2: Reentry Case Management
- Program Area 5: Psycho-Education/Outpatient Treatment Services

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) **"ADA"** shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) **"Application Documents"** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) **"Budget"** shall mean the budget attached hereto as part of Appendix B.
- (d) **"Charter"** shall mean the Charter of City.
- (e) **"Contractor"** shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **"Controller"** shall mean the Controller of City.
- (g) **"Eligible Expenses"** shall have the meaning set forth in Appendix A.
- (h) **"Event of Default"** shall have the meaning set forth in Section 11.1.
- (i) **"Fiscal Quarter"** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **"Fiscal Year"** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) **"Funding Request"** shall have the meaning set forth in Section 5.3(a).
- (l) **"Grant"** shall mean this Agreement.
- (m) **"Grant Funds"** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) **"Grant Plan"** shall have the meaning set forth in Appendix B.
- (o) **"Indemnified Parties"** shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) **"Losses"** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) **"Publication"** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The

use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds

the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on November 1, 2022 and expire on October 31, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel.

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

1. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

2. A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or

Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

(i) Where applicable, Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

(ii) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

4.3 Reserved

4.4 Reserved

4.5 Publications and Work Product.

(a) Grantee reserves the right to publish the results of the work performed under this Agreement, with due regard to the protection of City's confidential information. Grantee will submit the manuscript of any proposed publication to Sponsor at least thirty (30) days before publication, and understands and agrees that City has the right to review and comment upon the publication in order to protect City's confidential information. If City notifies grantee that the publication discloses City's confidential information, grantee will not publish that information. Upon City's request, publication will be delayed up to sixty (60) additional days to enable City to secure adequate protection of proprietary property of City that would be affected by said publication.

(b) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed Three million three hundred seventy-nine thousand five hundred Dollars (\$3,379,590).

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each month.

5.4 State or Federal Funds

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification.

Grantee shall indemnify, protect, defend and hold the City, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents or employees. City shall indemnify, protect, defend and hold Grantee, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused negligent or intentional acts or omissions of City, its officers, agents or employees.

9.2 Duty to Defend; Notice of Loss. Reserved

9.3 Incidental and Consequential Damages. Reserved.

9.4 LIMITATION ON LIABILITY OF CITY. Reserved

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect

such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City: ADULT PROBATION DEPARTMENT
 945 BRYANT STREET
 San Francisco, CA 94103
 Attn: STEVE ADAMI

If to Grantee: CONNIE REVORE
 982 MISSION STREET BOX 1385
 San Francisco, CA 94103
 Attn: CONNIE REVORE

WITH COPY TO: GOVERNMENT CONTRACTS
 490 Illinois St., 4th Floor
 San Francisco, CA 94143
 Attn: CATHERINE LAGARDE

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16
COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In

the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved (Working with Minors)

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section.

Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. .

16.20 California Attorney General's Registry of Charitable Trusts. Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations

and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Services to be provided by Grantee
- Appendix B, Calculation of Charges
- Appendix C, Reserved
- Appendix D, Interests in Other City Contracts

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and

shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.		
Section 6.5	Books and Records.	Section 13.4	Grantee Retains Responsibility.
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Article 7	Taxes	This Article 17	Miscellaneous
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Reserved (Dispute Resolution Procedure).

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

ADULT PROBATION DEPARTMENT

DocuSigned by:
Cristel Tullock, Chief Adult Probation Officer
By: CBB3D692B399444...
Cristel Tullock
Chief Adult Probation Officer

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Jana Clark, Deputy City Attorney
By: C55BEA64595E442...
Jana Clark
Deputy City Attorney

GRANTEE:

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO
CAMPUS
GOVERNMENT & BUSINESS CONTRACTS

DocuSigned by:
Catherine Lagarde
By: E4F985F8690B4AD...
Catherine Lagarde
Contract Officer

Federal Tax ID #: 94-6036493

City Supplier Number: 0000009023

Appendix A
Services to be provided by Grantee

I. Program Definitions

APD: Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD, and SFADP.
ANSA: Adult Needs and Strength Assessment. The Adult Needs and Strengths Assessment (ANSA) is a multi-purpose tool developed for adult's behavioral health services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.
CASC: Community Assessment and Services Center, a Reentry Services Center of SFAPD.
Case Management: The total provision of services that addresses the needs of the Participant to function at their best level in the community, often coordinating appropriate services and support.
Case Manager: A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.
CBT: Cognitive Behavioral Therapy.
City: City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).
City's Contract Manager: Steve Adami.
Client: Individuals referred to services by SFAPD, under SFAPD supervision or meets the definition of justice-involved.
COMPAS: Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP).
CORI: Criminal Offender Record Information.
DPO: Deputy Probation Officer of the San Francisco Adult Probation Department.
FACT: Forensic Assertive Community Treatment.
Grantee: Regents of University of California.
Grantee's Program Manager: Westley Rutter.
ITRP: Individualized Treatment and Reentry Plan.

Justice-Involved (JI): San Francisco residents who are currently under supervision with the SFAPD, state parole, federal probation, participating in San Francisco collaborative courts, or other San Francisco residents who have a criminal history.
Medication Support: Services which includes the prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of mental illness and substance dependency. Medication support may include evaluation of the need for medication, evaluation of its clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development related to the delivery of the service and/or assessment of the Client/Patient.
Participant: Justice involved individuals enrolled in the CASC/Citywide Program provided under this agreement.
POM: Policy and Operations Manual, a manual outlining the program's policies.
Program: CASC Case Management, Medication Management, and Outpatient Treatment.
SFAPD: San Francisco Adult Probation Department. Also referred to as APD.
Sprokit: A technology based application (App) to be piloted by Grantee with SFAPD clients/Program participants, who will be using the App to earn incentives and track Program progress and contingency management for drug use.
Treatment Plans: A comprehensive reentry plan developed collaboratively by a case manager and client that includes measurable objectives and interventions related to criminogenic needs and community functioning factors.
UCSF/Citywide CASC Team: Team, which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.

II. Introduction

The Grantee will manage the following services at the CASC:

- Clinical and Reentry Case Management
- Medication Management
- Psycho-Education/Outpatient Services

III. Roles and Responsibilities

A. City's Program Manager Roles and Responsibilities

1. The City's Program Manager will Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee's progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements
2. Review and approve monthly cost reimbursement requests.
3. Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable.

The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements – Review and Action" (Attachment A) are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.

B. Grantee's Program Manager Roles, Responsibilities, and Main Tasks

1. Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations, and promptly respond to any identified performance improvement opportunities communicated by the City's Program Manager.
2. Be responsible for meeting Grantee's obligations under the Agreement.
3. Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners.
4. Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager.
5. Track all Program deliverables, milestones, processes, and documents and provide regular updated Program documentation to reflect and report on the most current Program status.
6. Provide SFAPD with a phone and email list of all Program staff and updated versions on and ongoing basis.

C. Program Management and Communication

1. Meetings with the City's Program Manager at minimum once per month, or as deemed necessary by SFAPD – meetings may also include all Program staff and Participants.
2. Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement.
3. When applicable, contact the Client's Probation Officer/Parole Agent prior to terminating the Clients from the Program, unless there is an extreme circumstance in which a Client is of immediate threat of harm to self or others.

4. When applicable, communicate with the Probation Officer when there are challenges with the Participant and when the Participant successfully or unsuccessfully exits the program.
5. Provide responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

D. Hiring and Staffing Changes

Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subgrantees use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

“Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status.”

UCSF/CASC Program Director Qualification:

The UCSF/CASC Program Director shall be a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or someone who has earned an equivalent or higher degree in psychology, or counseling and is also licensed, and who has a minimum of three years of experience working with an adult forensic population.

CASC Clinical/Intensive Case Manager Qualifications:

Clinical/Intensive Case Managers should be at a minimum a Master’s Level Clinical Social Worker (MSW), Master’s Level Marriage and Family Therapist (AMFT), or other equivalent degree. All Master’s Level clinicians are required to register with the CA Board of Behavioral Sciences and be working towards licensure.

Reentry Case Manager Qualifications:

Reentry Case Managers will meet the Minimum Qualifications of a Bachelors level professional (BA/BS degree in Social Work or related field) and one year of related experience or equivalent combination of education and experience in the field of mental illness or criminal justice case management.

IV. Program Approach

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantees shall approach the delivery of services described in this Agreement with this framework and should specifically refer to the National Institute of Corrections’ [eight evidence-based principles](#) for effective intervention within community corrections.

Additionally, the Grantee shall approach service delivery through the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD.

V. General Description of Work

The City and County of San Francisco Adult Probation Department (SFAPD) supervises and supports adults sentenced to community supervision and diversion programs, and provides comprehensive reports to the Court to inform sentencing and community supervision decisions. The SFAPD achieves excellence in community corrections, public safety, and public service through the integration of evidence-based practices and victim centered supervision strategies. By prioritizing racial equity and collaboration with the Courts, community-based organizations, City partners, victim organizations, and justice system stakeholders, the SFAPD provides a unique blend of justice, community support, and treatment that is equitable for all. SFAPD is committed to addressing the complex behavioral health needs of individuals by providing holistic and client-centered reentry services, which promote autonomy and sustainable life changes. The SFAPD values the diversity of its clients and invests in their success by providing a continuum of reentry services designed to address their individual needs and help them permanently exit the criminal justice system.

Target Population:

The Program target population for the purpose of this Agreement shall be:

- Clinical and Reentry Case Management Services: Clients of the SFAPD and on a case by case basis, other justice involved adults who are San Francisco residents.
- Medication Management: Clients of the SFAPD who are enrolled in UCSF/Citywide clinical or reentry case management services.
- Groups/Classes: Any justice involved adult who is a San Francisco resident. When at capacity, the priority will be clients of SFAPD.
- Psycho-Education/Outpatient Services: Clients of the SFAPD and other justice involved adults.

A. Referral, Admissions, Waitlist Management

The Grantee shall receive referrals from DPOs and other partners for onsite services related to case management, groups, and classes. Case management services are reserved only for SFAPD Clients but on a case by case basis, other justice involved people may be considered. The Grantee's Program Director shall receive all referrals and assign the client to the appropriate level of care (clinical vs. reentry). All client information will be tracked in the CASC's program database. All case managed Clients will receive a secondary assessment per the Adult Needs and Strengths Assessment (ANSA) or other agreed upon tool.

B. Intake and Comprehensive Assessment

The Grantee's team or other appropriate clinical staff will conduct a comprehensive assessment to determine the needs of the Participant. Each Participant shall complete all required intake documentation (Release of Information, HIPAA, Consent to Treatment, Grievance Policy, etc.).

C. Forensic Assertive Community Treatment/Case Management

Clinical Case Management and Medication Management: The Grantee shall manage a Forensic Assertive Community Treatment (FACT) model of case management. FACT is a full-service partnership providing a comprehensive range of services and supports to adults who have repeated contacts with the criminal justice system or who have been arrested as a result of behaviors related to mental illness, homelessness, substance dependency, lack of resources, stability, or access to entitlement programs. The service model of FACT provides a

multidisciplinary community treatment team, which will operate at the CASC and throughout the community.

The Grantee's FACT model of services shall engage Clients who:

1. Have severe mental illness, which may include the following diagnoses: co-occurring disorders, personality disorders, psychosis, general anxiety/mood disorders, and PTSD.
2. Have substance dependency that has negatively impacted the individual's life.
3. Have come into contact with the criminal justice system.

Key components of Grantee's FACT model should include:

1. Outreach and Engagement:
 - a. Outreach in the San Francisco County Jail and courtrooms, and community.
 - b. Close collaboration with SFAPD/Deputy Probation Officers (DPO).
 - c. The outreach and engagement strategy must be relevant to the situational and cultural needs of the Client. This means that Clients are to be engaged "where they are" with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.
2. Intake & Secondary Assessments
 - a. Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
3. Individualized Treatment Planning
4. Medication Support
5. Integrated Services and Managed Care
6. Life Skills
 - a. Family Involvement
 - b. Recovery and Resiliency
 - c. Cultural, Linguistic & Gender Responsiveness

Reentry Case Management: Under the guidance of one CASC Clinical Director who oversees clinical and non-clinical case managers, and using the framework of the FACT model of case management, the CASC's Reentry Case Management services will serve Clients who require less clinical and/or intensive services. This integrated clinical and non-clinical case management model allows for expedited information sharing, and cross-training between staff with different educational and life experience qualifications. Key components include:

1. Outreach and Engagement:
 - a. Outreach in the San Francisco County Jail and courtrooms, and community
 - b. Close collaboration with SFAPD/Deputy Probation Officers (DPO)
 - c. The outreach and engagement strategy must be relevant to the situational and cultural needs of the Client. This means that Clients are to be engaged "where they are" with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.
2. Intake & Secondary Assessments
 - a. Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
3. Individualized Treatment Planning
4. Medication Support
5. Integrated Services and Managed Care
6. Life Skills
 - a. Family Involvement
 - b. Recovery and Resiliency
 - c. Cultural, Linguistic & Gender Responsiveness

D. CASC Groups and Classes

The Grantee shall create and manage an array of onsite and virtual groups and classes for justice involved adults. The CASC's groups and classes shall address the criminogenic and behavioral health needs of Clients. They shall include Cognitive Behavioral Interventions (CBT), Dialectical Behavior Therapy (DBT), as well as an array of trauma informed, culturally responsive services.

E. CASC Reentry Program for Case Managed Clients

CASC case managed clients shall be required to participate in the following program phases, which shall be developed and maintained by grantee:

CASC Program Phases		
Clinical Case Management		
Phase	Time	Key Learning Objective
1	1-3 Months	Criminogenic Risk Reduction
2	3-9 Months	Life Skills
3	4-12 Months	Community Integration
4	Case by Case	Aftercare
Reentry Case Management		
Phase	Time	Key Learning Objective
1	1-2 Months	Criminogenic Risk Reduction
2	2-4 Months	Life Skills
3	3-6 Months	Community Integration
4	Case by Case	Aftercare

Grantee shall ensure that clients meet the following objectives in the phases as indicated:

1. Clinical Case Management

a. Phase 1: Criminogenic Risk Reduction (1-3 months)

Clients will complete 4 out of 7 (57% of objectives)

- i. Client is assigned to services based on level of risk.
- ii. Client is assessed for comprehensive needs
- iii. Client will attend a case conference with DPO to understand legal mandates and expectations
- iv. Client receives individualized trauma-informed Treatment Plan
- v. Client will attend min 4 1:1 treatment meetings
- vi. Client and CM will create a crisis management plan
- vii. Client will receive medication evaluation if appropriate

b. Phase 2: Life Skill (3-9 Months)

Clients will complete 4 out of 7 (57% of objectives)

- i. Client will engage in medication management (if applicable)
- ii. Client will make progress towards min 2 treatment plan goals that meet criminogenic needs
- iii. Applied for necessary documents (ID, SS card, immigration docs etc.)
- iv. Obtained health insurance
- v. Has started process to secure income (GA, SSI, employment, stipend)
- vi. Maintains weekly contact with treatment team
- vii. Client has a relapse plan to decrease substance use or mental health symptoms

c. Phase 3: Community Integration (4-12 Months)

Clients will complete 4 out of 7 (57% of objectives)

- i. Maintain income via benefits and/or employment
- ii. Increased number of days in safe housing in the community
- iii. Participated in at least 15 number of hours of a wellness and recovery activity (i.e. group attendance, education/training, therapy, or community service)
- iv. Maintain good legal standing with courts/APD
- v. Identify supports and services needed upon graduation
- vi. Maintain contact with treatment team as needed
- vii. Client has reduced reliance on emergency services

d. Phase 4: Aftercare

Clients will enter Phase 4 once they complete Phase 3

- i. Clients may remain on Clinical Case Management while they are on probation. Once probation terminates, the Client may remain on the case load until they are successfully transitioned to an Intensive Case Management program.
- ii. Clients will follow treatment plan

2. Reentry Case Management

a. Phase 1: Criminogenic Risk Reduction (1-2 months)

Clients will complete 4 out of 6 (66% of objectives)

- i. Client is assigned to services based on level of risk.
- ii. Client is assessed for comprehensive needs
- iii. Client receives individualized trauma-informed Treatment Plan
- iv. Client will attend min 2 1:1 meetings with CM
- v. Client will identify min 2 groups that meet criminogenic needs if appropriate
- vi. Client will attend a case conference with DPO to understand legal mandates and expectations

b. Phase 2: Life Skills (2-4 Months)

Clients will complete 5 out of 8 (62% of objectives)

- i. Applied for necessary documents (ID, SS card, immigration documents etc.)
- ii. Obtained health insurance
- iii. Has started process to secure income (GA, CalFresh, SSI, employment, stipend)
- iv. Complete at least one treatment plan goal that meets a criminogenic need (i.e. increasing income, stabilizing housing, maintaining sobriety)
- v. Maintain bi-monthly contact with CM
- vi. Increased number of days in safe housing in the community
- vii. Client has a relapse plan to decrease substance use and criminogenic risks
- viii. Client creates a budgeting tool

c. Phase 3: Community Integration (3-6 Months)

Clients will complete 3 out of 6 (50% of objectives)

- i. Maintain income via benefits and/or employment
- ii. Obtain stable housing (transitional/residential treatment/permanent)
- iii. Participate in at least 15 hours of a wellness and recovery activity (i.e. group attendance, education/training, therapy, or community service)
- iv. Maintain good legal standing with courts/APD
- v. Identify supports and services needed upon graduation
- vi. Maintain at minimum, bi-monthly contact with case manager

d. Phase 4: Aftercare

Clients will enter Phase 4 once they complete Phase 3

- i. Clients may remain on Clinical Case Management while they are on probation. Once probation terminates, the Client may remain on the case load until they are successfully transitioned to Case management program, if necessary.
- ii. Clients will follow treatment plan

F. Psycho-Education/Outpatient Treatment

UCSF/Citywide shall provide Substance Abuse Outpatient Treatment (STOP) to APD and other justice involved individuals.

VI. Administrative Requirements

A. Contract Operations Requirements

The Grantee is expected to submit all reports, data tracking documents, and invoices as defined in Appendix A (Scope of Work) and Appendix B (Calculation of Charges).

Additionally, the Grantee shall adhere to the agreed upon budget, not overspend line items without prior approval from the City's Program Manager, work collaboratively to execute budget modifications and contract amendments, attend check-ins with the City's Program Manager, adhere to all communication protocols, and proactively promote the program's services.

The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements – Review and Action" (Attachment A) are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.

The City's Program Manager will monitor program utility and performance, as well as the following areas:

1. Submission of reports
2. Submission of data tracking documents
3. Submission of invoices
4. Adherence to the program's budget
5. Adherence to communication protocols
6. Execution of contract amendments and budget modifications
7. Collaborative program check-ins

If the requirements of the contract are not met, the City's Program Manager will issue a "Notice of Contract Operations Requirements - Review and Action" (Attachment A), which identifies contract challenges and requires immediate action. Grantee shall respond to any requirements listed in the "Notice of Contract Operations Requirements" by the required date.

B. Participant File

The Grantee shall ensure the confidentiality of Participant records and information in accordance with all local, state and federal codes. The files shall be located in a locked file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Participant's medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

The Grantee shall have written procedures for the release of case file information to include:

1. The Participant's signed and dated Release of Information Form.
2. The name of the person, agency or organization to whom the information was released.
3. The signature of the employee who released the information and date of release.
4. Written approval from SFAPD before releasing client case file information.
5. Cybersecurity Agreement – Sufficient data security controls in place to meet the City's Cybersecurity requirements.

C. Program Reporting/Data Collection

Grantee's Program Team shall:

1. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Participant's demographic information, and services provided as defined in this agreement.
2. Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD.
3. Coordinate Program data collection and evaluation efforts as requested by SFAPD.
4. Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Participant information.

Grantee shall submit the following reports and related documentation to City's Project Manager:

1. Monthly Census (Attachment B): Due on the 1st of each month
2. Program Report (Attachment C): Submitted per the following reporting schedule:
 - July 1 – December 31 (Q1/Q2): Due on February 1
 - January 1 – June 30 (Q3/Q4): Due on August 1

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

VII. Performance Measurements:

Grantee shall deliver services consistent with the following performance measurements:

A. Compliance:

1. 100% of referrals will be tracked on the SFAPD All Referrals Tracking document
2. 100% of assessed Clients will be assigned to the appropriate level of case management (clinical case management/reentry case management).
3. 100% of assessed (completed intake) case managed Clients will receive an individual treatment plan.
4. Clinical Case Management caseloads shall be at 15:1 ratio.
5. Reentry Case Management caseloads shall be at 25:1 ratio.
6. Clinical and Reentry caseloads will not drop below 90% capacity.

B. Outcomes:

1. 60% of assessed (completed intake) Clients assigned to Clinical Case Management will complete Phases 1-3.
2. 70% of assessed (completed intake) Clients assigned to Reentry Case Management will complete Phases 1-3.
3. A minimum of 85% of participants surveyed will rate the program as Good or Excellent.

VIII. Department Liaison

In performing the services provided for in this Agreement, the Department Liaison will be the City's Program Manager.

Attachments:

Attachment A - "Notice of Contract Operations Requirements – Review and Action"

Attachment B - Monthly Census

Attachment C - Program Report

Appendix B--Definition of Eligible Expenses

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses. Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

Budget:

ADULT PROBATION DEPARTMENT SUMMARY	
March 6, 2023 UCSF/Citywide	
Program Term: November 1, 2022- October 31, 2023	
Expenditures	12 Month Budget
Personnel	\$ 2,833,082
Operating Expense	\$ 184,409
Subtotal	\$ 3,017,491
Indirect Percentage Rate not to exceed 12%	12%
Indirect Cost	\$ 362,099
Total Expenditures	\$ 3,379,590

Appendix C – Reserved Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

NONE.